

AGREEMENT

THIS PROFESSIONAL SERVICE CONTRACT, made and entered into this 30 day of September, 2008, by and between KentuckianaWorks Foundation, 410 W. Chestnut Street, Suite 200, Louisville, Kentucky 40202 (hereinafter referred to as "KW Foundation"), and Ahead Human Resources, located at 2209 Heather Lane, Louisville, KY 40218 ("CONTRACTOR").

WITNESSETH:

WHEREAS, KW Foundation is in need of certain professional services with respect to the processing of bi-weekly payroll for KW Foundation employees; and

WHEREAS, the Contractor has been determined by KW Foundation to have the necessary experience, expertise and qualifications to provide those services;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF PROFESSIONAL SERVICES

A. Contractor will process the bi-weekly payroll for the employees of KW Foundation.

B. Contractor will remit all applicable taxes withheld to the proper taxing authorities on a timely basis.

C. Contractor will file all appropriate payroll tax reports in a timely manner.

II. FEES AND COMPENSATION

A. Contractor shall be paid for professional services rendered according to the terms of this agreement at the rate of \$34.46 per employee per payroll period plus \$6.50 per employee per payroll for delivery service for a total of \$40.96 per employee per payroll period. Total compensation to be paid under this agreement shall not exceed **\$15,000**. This contract amount covers both payroll processing fees and delivery charges.

B. Unless otherwise agreed in writing by KW Foundation, charges shall be billed for each bi-weekly pay period. Payment shall only be made pursuant to a detailed invoice showing the number of employees and out-of-pocket expenses. Copies of invoices or receipts for out-of-pocket expenses and other third party charges must be included with the Contractor's invoice when payment is requested.

III. DURATION

A. This is a professional service contract, which shall begin November 1, 2008, and shall continue through and including June 30, 2009.

B. This Agreement may be terminated without cause by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. In the event of termination without cause, payment for services complete up to and including date of termination shall be based upon work completed at the rates identified in this Agreement.

C. This Agreement may be terminated at any time for cause by KW Foundation upon breach of any provision of this Agreement by Contractor. KW Foundation shall provide written notice of termination to Contractor specifying the termination date and time. If KW Foundation terminates this Agreement for cause, KW Foundation shall have the right to withhold any payments due under this Agreement and KW Foundation may pursue its remedies in law or equity through all appropriate legal action.

IV. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Contractor to be an officer or official of KW Foundation. By executing this agreement, the parties hereto certify that Contractor's performance will not constitute or establish a violation of any statutory or common law principle pertaining to conflict of interest, nor will it cause unlawful benefit or gain to be derived by either party.

V. RECORDS-AUDIT

Contractor shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Contractor's fees and costs which are chargeable to KW Foundation under this Agreement; and KW Foundation shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by

Contractor shall include without limitation: (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Contractor's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

VI. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Contractor in accordance with Schedule A attached hereto.

VII. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government and KW Foundation, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury or damage to property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or KW Foundation or its elected and appointed officials and employees acting within the scope of their

employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VIII. REPORTING OF INCOME

The compensation payable under this Agreement is subject to federal, state and local taxation. Regulations of the Internal Revenue Service require KW Foundation to report all amounts in excess of \$600.00 paid to non-corporate contractors. Contractor agrees to furnish KW Foundation with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Contractor further agrees to provide such other information to KW Foundation as may be required by the IRS or the State Department of Revenue.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

X. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

- (a) He, or any member of his immediate family has a financial interest therein; or
- (b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- (c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party.

Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any

specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

XI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that are not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed

SCHEDULE A

I. INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. *The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.*

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and *require subcontractors, if subcontracting is authorized, to procure and maintain these same policies* until final acceptance of the work by KW Foundation. KW Foundation may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at KW Foundation's option, actual copies of policies.

A. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. "KW Foundation, its elected and appointed officials, employees, agents and successors, and Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract:

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, with a **\$1,000,000** Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, including:

- a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. WORKERS' COMPENSATION insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - **\$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "B+ VI", unless proper financial information relating to the Company is submitted to and approved by the Louisville/Jefferson County Metro Government's Risk Management Division.

The Contractor shall procure and maintain insurance policies as described herein and for which the Louisville/Jefferson County Metro Government's Risk Management Division shall be furnished Certificates of Insurance prior to the execution of the Contract. The Certificates shall include provisions stating that the policies may not be cancelled without the Louisville/Jefferson County Metro Government's Risk Management Division having been provided at least (30) thirty days written notice. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to the Louisville/Jefferson County Metro Government's Risk Management Division at least 30 days prior to the expiration of any policy(s).

Certificates of Insurance as required above shall be furnished to:

Louisville/Jefferson County Metro Government
Finance Department, Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202

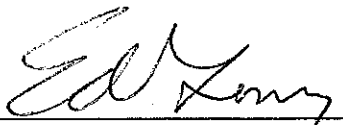
The Contractor agrees that it will not materially alter any of the insurance policies currently in force and relied on under this agreement. Further, the Contractor will not reduce any coverage amount below the limits required in this agreement

Approval of the insurance by Louisville/Jefferson County Metro Government shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that the Louisville/Jefferson County Metro Government's Risk Management Division does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

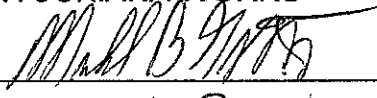
supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

WITNESS the signatures of the parties to this Agreement.

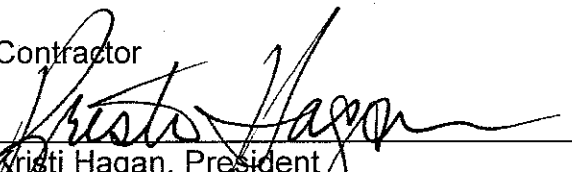
APPROVED AS TO FORM:


Assistant County Attorney
Date: 9/23/08

KENTUCKIANA WORKS

By: 
Title: Executive Director

Date: 10/9/08

Contractor

Kristi Hagan, President
Ahead Human Resources, Inc.

Taxpayer Identification No.
(TIN): 01-544740

Louisville/Jefferson County
Revenue Commission Account
No.:

CONTRACT DATA SHEETPSC Type (check one): ☒ New ☐ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: Ahead Human Resources, Inc.
2. Address: 2209 Heather Lane
3. City/ State & Zip: Louisville, KY 40218
4. Contact Person Name & Telephone Number: Kristi Hagan 502-485-1000 x-508
5. Revenue Commission Taxpayer ID#: 000000000
6. If registration is not required please explain:
7. Is account in good standing: Yes
8. Federal Tax ID # (SSN if sole proprietor): 61-0000000

Department Information

9. Requesting Department: KentuckianaWorks / WIB
10. Contact Person Name & Telephone: Michael Dunbar 643-7452

Contract Information

11. Not to exceed amount: \$15,000.00
12. Are expenses reimbursed? Yes
13. If yes list allowable expenses and maximum amount reimbursable: Background Checks, etc.
14. Beginning and ending date of the contract: 11-1-08 through 6-30-09
15. Coding: 2551 - 505 - 2031 - 203620 - 523704
16. Scope & Purpose of the contract: This contract will cover the payroll processing fees and delivery charges for the bi-weekly payrolls for employees of KentuckianaWorks Foundation.

Authorizations

 County Attorney Review - Approved as to Form:
Department Director: 

Date: 10/9/08

Signature certifies:

- ☒ Yes Funds are available
- ☒ Yes Contractor is registered and in good standing with the Revenue Commission
- ☒ Yes Human Relations Commission registration requirements have been met


 Risk Management Division of Finance - Certifies Insurance requirements satisfied: 10-13-08

WRITTEN FINDINGS Ahead Human Resources (P/R Fees) KentuckianaWorks 2008-09**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

 X C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

 12/9/08
Requesting Department Director Date

Cabinet Secretary Date
(When required by cabinets policy)

**Mayor Date
**Signature is required only for Written Finding A

RESOLUTION NO. _____, SERIES 2008

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED NEW PROFESSIONAL SERVICE CONTRACT – (AHEAD HUMAN RESOURCES - \$15,000.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

KENTUCKIANAWORKS FOUNDATION

\$15,000.00 for a new noncompetitively negotiated Professional Service Contract between KentuckianaWorks Foundation, Inc. and Ahead Human Resources for payroll services from November 1, 2008 to June 30, 2009.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

Jim King
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Irv Maze
Jefferson County Attorney

BY: _____